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5 Attorneys for HLS of Nevada LLC *dba* Nevada West Financial

6
7 UNITED STATES BANKRUPTCY COURT
8 District of Nevada

9 In Re)
10 BETTY M JOHNSON) CASE NO.: BK-S-18-50418-BTB
11 Debtor.) Chapter 13
12)
13) STIPULATION FOR ADEQUATE
14) PROTECTION PAYMENTS
15)
16)
17)

18 COMES NOW, HLS of Nevada LLC *dba* Nevada West Financial ("Creditor"), by and
19 through its attorney, Christine A. Roberts, of The Law Offices of Christine A. Roberts PLLC, and
20 Debtor Betty M. Johnson by and through her counsel Sean Patterson, Esq. and stipulate and agree to
21 adequate protection payments.

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STIPULATED FACTS

1. On or about April 19, 2018, the Debtor filed this Chapter 13 Voluntary Petition and an order for relief was entered.

2. Debtor, Betty M. Johnson, entered into a Vehicle Sale Agreement with Nevada West Financial for a 2007 Jeep Grand Cherokee, Vin # 1J8HR58N97C525923 whereby Nevada West Financial financed the amount of \$8,642.15 (*See* Exhibit 1, a copy of the agreement). (*See also* Declaration of Mathew Kane filed in support of this matter).

8 3. The agreement term commenced on June 03, 2016 and continued until May 03, 2020.
9 According to the contract the Debtor agreed to pay \$284.53 monthly at an annual interest rate of
10 24%. The loan payoff, including interest as of April 24, 2018 was \$5,614.94.

4. Debtor's plan proposes to pay the monthly payments directly to HLS.

5. The account is currently 90 days past due.

6. The total payoff on the loan is currently \$5,512.17.

7. Nevada West Financial is now seeking an order for relief from the automatic stay to allow Creditor to proceed in a voluntary turnover of the vehicle or a repossession of the vehicle.

SETTLEMENT TERMS

IT IS HEREBY STIPULATED AND AGREED that Debtor shall pay the arrears of \$907.18 in six equal payments of \$151.20 per month beginning November 15, 2018 and on the 15th of every month thereafter for the next five months;

IT IS FURTHER STIPUALTED AND AGREED that Debtor shall make her regular monthly payments of \$284.53 beginning November 3, 2018 and on the third day each month thereafter until all of the payments are made in full;

IT IS FURTHER STIPULATED AND AGREED that if Debtor fails to make any payment timely pursuant to the terms of this stipulation Nevada West Financial shall file a 15 day notice to cure said payment and if Debtor still fails to make said payment Nevada West Financial may file an ex parte application for an order for relief from stay allowing Debtor to turnover the vehicle to the Creditor or allowing the Creditor to repossess the vehicle immediately;

1 IT IS FURTHER STIPUALTED AND AGREED that Debtor shall maintain insurance on the
2 vehicle and timely pay any and all registration fees for the vehicle.
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5 Dated this ^{4th day of November 2018}



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7 Christine A. Roberts Esq.
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5 Dated this ^{6th day of November, 2018}



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8 Sean Patterson, Esq.
9 Attorney for Debtor
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